

**TERMS AND CONDITIONS OF REGISTRATION**

**Note:** The term “entity” used herein refers to a company, firm, partnership or any other establishment (as the case may be) registered as a Contractor, Supplier or Consultant with CAHYA MATA SARAWAK BERHAD.

- 1. **CONDITIONS**
    - 1.1 Your registration under this certificate is based on the information provided by your entity.
    - 1.2 Any changes to those information must be made known in writing to CAHYA MATA SARAWAK BERHAD within twenty one (21) days from the date those changes are made/occurred.
    - 1.3 Your entity must forward all information as and when requested by CAHYA MATA SARAWAK BERHAD within the period specified in the notice requiring such information to be provided.
    - 1.4 Your entity must ensure that the Work Category/Categories under which you are registered does/do not duplicate those approved for any other entity:
      - 1.4.1 Having the same owners, shareholders, directors or management as that of your entity; or
      - 1.4.2 Operating in the same premise as your entity.
    - 1.5 Your entity must notify CAHYA MATA SARAWAK BERHAD within twenty one (21) days of the occurrence of any of the events specified in clause 2.1.10, 2.1.11 or 2.1.12 below.
    - 1.6 Registration under this certificate shall not automatically entitle your entity for participation in any tenders/bids called for by CAHYA MATA SARAWAK BERHAD or any company within its Group of Companies.
    - 1.7 Registration Certificates are properties of CAHYA MATA SARAWAK BERHAD and must be surrendered to CAHYA MATA SARAWAK BERHAD if the registration is cancelled/terminated/suspended.
  - 2. **CANCELLATION/TERMINATION/SUSPENSION OF REGISTRATION**
    - 2.1 CAHYA MATA SARAWAK BERHAD reserves the right to cancel/terminate/suspend this registration whichever is applicable to the Contractor/Supplier/Consultant without prior notice if (where applicable):
      - 2.1.1 Your entity or any of your owners/partners/directors is involved in any illegal/criminal activities and is found guilty by any court in Malaysia or in other countries.
      - 2.1.2 Your entity withdraws any quotation/bid before any award is made or rejects such award or letter of acceptance after such award is made.
      - 2.1.3 Your entity fails to execute any purchase order or contract awarded by/signed with CAHYA MATA SARAWAK BERHAD or any company within its Group of Companies.
      - 2.1.4 Your entity alters any of the contents of this certificate with the intention to cheat or for any ulterior motive.
      - 2.1.5 Your entity allows any individual or entity to misuse this certificate of registration.
  - 2.1.6 Your entity is found colluding with other entities when participating in any tenders called by or engagement made by CAHYA MATA SARAWAK BERHAD or any company within its Group of Companies.
  - 2.1.7 Any information provided by your entity is false/untrue or incorrect.
  - 2.1.8 Your entity fails to comply with any of these terms and conditions, any provision in the “Code Of Ethics And Business Conduct for Contractors, Suppliers And Consultants - Appendix E” (available at website: [www.cmsb.com.my](http://www.cmsb.com.my)) or any other terms and conditions imposed by CAHYA MATA SARAWAK BERHAD from time to time.
  - 2.1.9 Your entity breaches the terms and conditions of any contract awarded to you or your entity’s performance in any such contract or any works undertaken by you is found to be unsatisfactory.
  - 2.1.10 Your entity or any of your owners/partners/directors makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation/receivership or is adjudged bankrupt or has a creditor’s petition or winding up application presented against it or an encumbrancer takes possession over any of its property or assets or your entity ceases or threatens to cease to carry on business or your entity or any of its principal officers are suspended or barred from practicing its profession or business by the authorities or a professional body having authority over that profession or business.
  - 2.1.11 Your entity is in default under any agreement to which it is a party or by which it is bound or any litigation, arbitration or administrative proceedings is pending or threatened against your entity.
  - 2.1.12 Any other change in circumstances arising as a result of which your entity is not able or is deemed not to be able to perform or complete the performance of any award or contract to the satisfaction of CAHYA MATA SARAWAK BERHAD or any company within its Group of Companies.
3. **RENEWAL OF REGISTRATION**
  - 3.1 Your entity must submit the application for renewal of registration three (3) months before the date of expiry of your registration.
  - 3.2 Application received after the expiry date will be treated as a new application.
4. **RIGHTS OF CAHYA MATA SARAWAK BERHAD**
  - 4.1 CAHYA MATA SARAWAK BERHAD has the right to withdraw/cancel/terminate/suspend your application or registration for whatever reason and shall not be obligated to give the reason(s) for so doing.
  - 4.2 Where your registration is cancelled/terminated/suspended, CAHYA MATA SARAWAK BERHAD or any company within its Group of Companies may at its absolute discretion, allow you to complete any contract awarded to you or otherwise.